

EXHIBIT I

117-10151

Return Address

LynDee Wells
DORSEY & WHITNEY LLP
1420 Fifth Avenue, Suite 3400
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**REAL ESTATE EXCISE TAX
EXEMPT TRANSACTION**

RONALD A. STRABING, TREASURER
Grays Harbor County, Montesano, WA

By M. Hsieh Date 8/16/06

Document Title(s) (or transactions contained therein):

1. GRANT DEED OF CONSERVATION EASEMENT
- 2.

Reference Number(s) of Documents assigned or released:
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):

1. UNITED STATES OF AMERICA, AS TRUSTEE FOR THE QUINULT INDIAN NATION
2. QUINULT INDIAN NATION
3. ☐ Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. UNITED STATES OF AMERICA
2. THE PUBLIC
3. ☐ Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Ptn of Northern Boundary Expansion Area, as conveyed to Quinault Indian Nation in November 1988 by Public Law 100-638, in Townships 23 and 24 North, Ranges 10 and 10½ West

☒ Full legal is on pages 10 through 26 of document.

Assessor's Property Tax Parcel/Account Number

None



DORSEY & WHITNEY LLP

58.00 ESMT

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Page: 1 of 27

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Grays Harbor Co

Grant Deed of Conservation Easement

THIS GRANT DEED OF CONSERVATION EASEMENT by and between the UNITED STATES OF AMERICA AS TRUSTEE FOR THE QUINULT INDIAN NATION, a federally-recognized Indian tribe, hereinafter GRANTOR, the QUINULT INDIAN NATION as beneficial owner of the Protected Property, and consenting party to this Conservation Easement, and the UNITED STATES OF AMERICA and its assigns, hereinafter GRANTEE, is made with reference to the following facts:

1. RECITALS

- 1.1 Grantor holds the Protected Property that is the subject of this Conservation Easement in trust for the Quinault Indian Nation (the "Nation").
- 1.2 The Nation is the beneficial owner of approximately 4,207 acres of real property situated within the exterior boundaries of the Quinault Indian Reservation in Grays Harbor and Jefferson Counties, State of Washington, more particularly described and illustrated in Exhibit A, which is attached and made a part hereof by this reference. The Nation, the Grantor, and the Grantee have agreed to a \$32.2 million purchase price for Conservation Easements covering the entire 4,207 acres. This Conservation Easement applies only to the property designated in Section 2.1, as more particularly described and illustrated in Exhibit B (the "Protected Property").
- 1.3 Grantor, Grantee, and the Nation agree to be bound by the terms and conditions of this Conservation Easement.
- 1.4 The Protected Property is part of a significant late-successional forest ecosystem that provides habitat important to the conservation recovery of the threatened marbled murrelet and to other species dependent on late-successional forest habitat.
- 1.5 Preservation of the Protected Property in its current relatively undeveloped condition and providing for conveyance of all future development rights, except as reserved in Paragraph 5 below, to Grantee, in perpetuity, is important to the Grantor, the Nation, the Grantee, and the people of the United States.
- 1.6 As the beneficial owner and governing Tribe of the Protected Property, the Nation exercises certain regulatory jurisdiction over the Protected Property and possesses certain rights to use, identify, preserve and protect in perpetuity the natural elements and processes and the ecological, wildlife, woodland, scenic and open space value of the Protected Property.
- 1.7 The United States, acting through the Bureau of Indian Affairs (the "BIA"), has authority to grant easements, 25 U.S.C. §§ 323 and 327.
- 1.8 The United States Fish and Wildlife Service, Department of the Interior (the "Service"), pursuant to the Fish and Wildlife Coordination Act 16 U.S.C. § 661, the Fish and Wildlife Act of 1956 (16 U.S.C. §§ 742a - 742j, as amended) and the Endangered Species Act (16 U.S.C. §§ 1534), is authorized to acquire land or



interest in land, manage, conserve and protect fish and wildlife resources, and to cooperate with other parties in doing so.

- 1.9 The easement interests described herein will be acquired and managed by the Service.
- 1.10 Plans or other actions that require BIA review will continue to be reviewed by the BIA.

2. CONVEYANCE AND CONSIDERATION

- 2.1 For the reasons stated above and in consideration of the mutual covenants contained herein and the payment to the Nation of the total sum of \$14,044,516.00, along with the consent of the Nation pursuant to Article V, Section 3(a)(e)(f) and (k) of the Constitution of the Quinault Indian Nation, adopted March 22, 1975, and Resolution No. 04-27-82 of the Quinault Indian Nation Business Committee, and in accordance with the necessary Tribal consent required in 25 U.S.C. § 324, the Grantor does hereby convey and warrant to the Grantee and its assigns a perpetual Conservation Easement over 1,375 acres, more or less, consisting of the rights in the Protected Property herein enumerated, which shall vest immediately upon transfer to the Grantee, subject to the restrictions set forth herein.
- 2.2 This conveyance is of an interest in real property and is made as an absolute, unconditional, unqualified and completed conveyance subject to the mutual covenants and restrictions set forth herein.
- 2.3 The acquiring federal agency is the Service. The BIA will record the land documents affecting the land encumbered by this grant deed with the county and BIA, Northwest Regional Land Title and Records Office.

3. PURPOSE

- 3.1 The purpose of this Conservation Easement is to preserve, protect, restore, enhance, maintain, and promote the functional value of existing (the current "Old Growth") and potential future (the current "Second Growth") late-successional forest within the Protected Property and its use as habitat for the threatened marbled murrelet and other species dependent on late successional forest habitat. Grantor, Grantee, and the Nation shall accomplish this purpose by adhering to the terms and conditions set forth in this Conservation Easement.
- 3.2 Grantor, Grantee, and the Nation intend that the Protected Property shall not be converted or directed to any uses other than those provided herein.
- 3.3 It is the intent and desire of the Grantor, Grantee, and the Nation that the Protected Property not be disturbed by removal of trees unless Grantee determines it is in the interests of the Grantee for the protection and enhancement of the purposes of the Conservation Easement. The parties expect that the Service may exercise approval under Section 6.1 for the selective removal of individual trees from time to time to encourage the current Second Growth to attain late-successional characteristics such as multispecies and multilayered assemblages of trees; moderate-to-high accumulations of large logs and snags; moderate-to-high



117-10151

canopy closure; moderate-to-high numbers of trees with physical imperfections such as cavities, broken tops, and large deformed limbs; and moderate-to-high accumulations of fungi, lichens and bryophytes.

- 3.4 By the execution of this document, the Nation is not obligated to take any new action or to incur any additional expense related to the maintenance of the Protected Property except as expressly set forth in this document.

3.4.1 Where the Nation may remove trees from the Protected Property under the conditions of the Easement, the Nation has the primary responsibility to comply with all environmental and other applicable laws. In those instances, the Nation will bear the costs of environmental planning and compliance. In instances where the Service will remove trees, the Service will bear the costs of environmental planning and compliance.

- 3.5 The purposes of this Conservation Easement, where mentioned in this document, are those found in this Section.

4. GRANTEE'S RIGHTS

- 4.1 The rights conveyed to Grantee by this Conservation Easement are the following:

4.1.1 To preserve and protect, in perpetuity, those natural elements that enhance the functional value of the Protected Property as habitat for the threatened marbled murrelet and other species dependent on late successional forest habitat;

4.1.2 To prevent activities from occurring within the Protected Property that are inconsistent with the purposes of this Conservation Easement;

4.1.3 To perform such activities on the Protected Property as the Grantee determines are necessary or convenient to carry out the rights granted by this Conservation Easement, including the right to enter and perform activities that will promote the purposes of this Conservation Easement as stated in Section 3, including removal of individual trees if the Nation declines the opportunity, after due notice, where the Service has determined such activity is appropriate pursuant to the purposes set forth in Section 3; and

4.1.4 To enter upon the Protected Property in a manner that does not unreasonably disturb the use of the Protected Property by the Nation and, where allowing other persons to enter the Protected Property upon prior written approval of the Nation, to (a) perform or enforce the rights herein granted and to determine that the Protected Property is being used in compliance with the terms of the Conservation Easement, and (b) observe and study the Protected Property for educational and biological purposes or for other purposes consistent with the purposes of this Conservation Easement. Where the Grantee plans to construct new roads or place any building, mobile home, billboard, or utility tower on the Protected Property, it may do so only with the Nation's prior written approval. The Grantee shall also have the right of immediate entry to the Protected Property if, in its sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation values protected by the Conservation Easement.



- 4.2 Unless specifically provided, nothing herein shall be construed as affording the general public access to any portion of the Protected Property subject to this Conservation Easement.
- 4.3 The Grantee's enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, subject to Paragraph 7, below. Any forbearance to exercise its rights hereunder in the event of any breach of this Conservation Easement by the Nation, its successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

5. RESERVED RIGHTS, USES, AND ACTIVITIES SUBJECT TO THE EASEMENT

Grantor and the Nation reserves to the Nation as beneficial owner of the Protected Property and, if assigned, to the Nation's successors and assigns, all rights accruing from its beneficial ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property which are not prohibited herein and which are not inconsistent with the purposes of this Conservation Easement. So long as they are not prohibited and are not inconsistent with the purposes of this Easement, and without limiting the foregoing reserved rights, the Grantee agrees that the following uses are included within the Nation's reserved rights and are allowed:

- 5.1 To protect, manage and regulate the harvesting of minor forest products - not including trees - such as brush, grasses or mushrooms, on the Protected Property according to tribal and applicable federal law;
- 5.2 To protect, manage and regulate wildlife on the Protected Property according to tribal and applicable federal law, including such activities as hunting, fishing and trapping;
- 5.3 To fish, trap, hunt, camp, and hand-gather non-timber products (e.g., medicinal and edible plants, grasses, florist greens), provided that such hand-gathering shall not occur near known marbled murrelet nesting trees during the nesting season. Harvest of such products including traditional harvest of cedar bark shall not extend over 25 feet above the ground in suitable nesting trees (based on the lowest-known height of nesting platforms as determined by the Service) and these activities shall not damage the trees (in particular, traditional methods of cedar bark removal cannot remove bark from more than one-quarter of any tree's circumference);
- 5.4 Service approval is required for development and use of any black rock areas in the Protected Property, including the known black rock area within the North half of Section 10, Township 23 North, Range 10 West, South 2, Willamette Meridian, in Grays Harbor County, Washington. Development of any such black rock areas will not involve cutting or removal of trees without prior written Service approval and will be subject to time of day restrictions during the marbled murrelet nesting season;
- 5.5 To use tailholds and guideline trees to harvest areas adjacent to and adjoining the Protected Property and existing haul roads to transport timber, minor forest



products and rock within the Protected Property. Protective efforts are required to avoid or minimize killing or damaging trees due to the use of tailhold and guideline trees within those areas. The Nation shall inform the Service of the cumulative number of acres of trees that are lost due to their use as tailholds or guidelines. The maximum cumulative number of acres of trees within the areas described and illustrated in Exhibit A which may be lost due to such use during the life of this easement is 6.5 acres. So long as the marbled murrelet remains listed as threatened or endangered pursuant to the Endangered Species Act, the use of haul roads shall be subject to time of day restrictions during the marbled murrelet nesting season. Other restrictions may apply to the use of tailhold or guideline trees or existing haul roads within the Protected Property if other species dependent on late-successional forest habitat require such restrictions. In the absence of prior, written Service approval, there will be no additional tailholds, guideline trees, or haul road use allowed within the Protected Property;

- 5.6 With prior written Service approval, in instances where it is determined that something on the Protected Property poses a threat to public safety or threatens the health of the resources of the Nation's property adjoining the protected area, to remove from the Protected Property windthrown, fallen, dangerous or diseased trees;
- 5.7 To maintain existing access and existing fire-protection roads across the Protected Property; and
- 5.8 To retain any and all tax or density credits or benefits from or attributable to the Protected Property which may be available under state, federal or local. law, ordinances, rules or regulations for the development of properties.

6. PROHIBITED AND INCONSISTENT USES

The following uses and practices within the Protected Property are inconsistent with the purposes of this Conservation Easement and are prohibited:

- 6.1 To thin or harvest any timber, or to remove any trees, whether standing or on the ground, without the prior written approval of the Service. Service approval may be granted for the reasons stated in section 3.3;
- 6.2 To change, disturb, alter or impair the Protected Property except as provided herein;
- 6.3 To conduct salvage of dead or down trees, including cedar, or to remove firewood of dead or down trees, in the Protected Property. The Service may approve this use if the Service determines that such salvage and/or removal is not inconsistent with the purposes of this Conservation Easement;
- 6.4 To construct new roads, or modify existing roads, except with prior written Service approval;
- 6.5 To store, dump, or otherwise dispose of toxic and/or hazardous materials. To dump, dispose of refuse, animal carcasses, wildlife-attracting materials, or any other material which could reasonably be considered debris. Thinning young



forest stands and leaving the downed trees in place shall not constitute dumping under this provision;

- 6.6 To convert native vegetation to exotic species or the introduction of non-native plant species; farming, plowing, or any type of non-silvicultural cultivation;
- 6.7 To introduce or release non-native animal species;
- 6.8 To graze or pasture livestock;
- 6.9 To construct or place any buildings, mobile homes, billboards, utility towers or other structures, except with prior written Service approval;
- 6.10 To apply biocides, herbicides, defoliants, chemical fertilizers, sewage sludge, or other chemicals, except with prior written Service approval;
- 6.11 To change the topography of the Protected Property by placing on it any soil, dredging spoils, land fill, or other material, except as specifically permitted in writing in advance by the Service;
- 6.12 To change the topography or surface hydrology or divert or cause the diversion of surface or underground water into, within or out of the Property without prior written approval from the Service;
- 6.13 Fires, other than those naturally caused, are prohibited;
- 6.14 To grant additional easements, rights-of-way, or other interests in the Protected Property without the prior written authorization of the Service;
- 6.15 To legally subdivide, record a subdivision plan, partition, or any other division of the Protected Property into parcels beyond those necessary for conveyance of the Conservation Easements;
- 6.16 To transfer any appurtenant water right required to maintain and restore the biological resources of the Protected Property; and
- 6.17 Any use inconsistent with the purposes of this Conservation Easement as listed in Section 3 is prohibited.

Whenever the Nation or persons acting on its behalf or at its direction becomes aware of any activities occurring on the Protected Property that are prohibited by this Conservation Easement, the Nation will report such activities to the Service within three (3) days.

7. APPROVALS/REMEDIES/ENFORCEMENT

- 7.1 Where Sections 5, 6, or this Section require written approval from the Service, that approval must come from the Regional Director of the Service. Before determining an activity is inconsistent with the terms of this Conservation Easement, the Regional Director of the Service will consult with the BIA Regional Director. The Service Regional Director's decision on whether to grant or deny such approval shall be final for the Department.
- 7.2 Where Sections 5, 6, or this Section require written approval from the Nation, that approval must come from the principal elected official of the Nation or his/her designee.



- 7.3 If the Grantee or the Nation determine that there is a violation of the terms of this Conservation Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation or threatened violation, and where the violation involved injury to the Protected Property resulting from any use or activity inconsistent with this Conservation Easement, to restore, where possible, the portion of the Protected Property so injured. In any instance, measures to cure the violation shall be reviewed and approved in advance, in writing, by the Service. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the other party or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in federal court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including monetary damages, and where possible, to require restoration of the Protected Property to the condition that existed prior to any such injury.
- 7.4 The Grantor, Grantee, and the Nation agree that for any cut or removal of trees on the Protected Property by the Nation, or persons or entities acting on behalf of or at the direction of the Nation, which was not expressly authorized by the Service in an advance writing, the Nation agrees to pay liquidated damages valued at three times the value of the timber when cut or removed. When someone other than the Nation or persons or entities acting on behalf of or at the direction of the Nation cuts or removes trees on the Protected Property, the Nation agrees to forego any right it might have to the proceeds obtained by the United States with respect to such trees pursuant to 25 U.S.C. § 3106.
- 7.5 Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against the Nation or for the Nation to bring any action against the Service for any injury to, or change in the Protected Property resulting from *force majeure*. *Force majeure*, for purposes of this Easement, is defined as any event arising from causes beyond the control of the Nation, or persons or entities acting on behalf of or at the direction of the Nation or the Service. Any *force majeure* event shall be reported to the parties' designated representative, where possible as it is occurring, or within seventy-two hours.
- 7.5 Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the Grantee to effect the conservation purposes of this Conservation Easement as stated in Section 3 above, the Endangered Species Act, and other federal conservation laws. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 7.6 The Federal government, its successors, and assigns, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. §§ 1346,



117-10151

2671-2680), shall be liable for, claims for damage and loss of property, personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Federal government while acting within the scope of his office or employment in the performance of this Conservation Easement.

8. SUCCESSION, COVENANTS, AND SUBSEQUENT TRANSFERS

- 8.1 The Grantee may assign this Conservation Easement with the prior written consent of the Nation, except that any such assignment by the Grantee (or successors) must require the assignee to carry out the purposes of this Conservation Easement.
- 8.2 It is the express intent of the Grantor, Grantee, and the Nation that the provisions of this Conservation Easement shall run with and burden title to the Protected Property in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 8.3 The Nation agrees to incorporate the terms of this Easement in any deed or other legal instrument by which any interest in any or a portion of the Protected Property is transferred. Any transfer shall be subject to Grantee approval.

IN WITNESS WHEREOF, the Grantor, the Grantee, and the Nation have executed this instrument this 19th day of April 2006.

THE UNITED STATES OF AMERICA AS
TRUSTEE FOR THE QUINULT INDIAN
NATION

By: 

BUREAU OF INDIAN AFFAIRS

QUINULT INDIAN NATION

FISH AND WILDLIFE SERVICE

By: Pease Capelman-Baller
President

By: David H. Wesley
Regional Director
Acting



ATTACHMENT B, EXHIBIT 1

OLD GROWTH TIMBER TRACT 1 OF EASEMENT BLOCK 1

The following described easement tract is contained all within Townships 23 and 24 North, Ranges 10 and 10-½ West, Willamette Meridian and within those lands known as the "Northern Boundary Expansion Area" conveyed to the Quinault Indian Nation in November 1988 by Public Law 100-638.

Points with the designation of AP-1, AP-6B, AP-6C, AP-7, and AP-7A originate from a survey and plat prepared by the Bureau of Land Management Cadastral Survey in September 22, 2000 for Township 23 and 24 North, Ranges 10 and 10-½ West, of the Willamette Meridian showing the Boundary of the Quinault Indian Reservation.

Courses cited herein are derived from digital data provide by Quinault Indian Nation – Department of Natural Resources, Geographic Information System (GIS) Department. This digital data came from maps and data provided by the Bureau of Land Management, Quinault Indian Nation – Department of Natural Resources, U.S. Forest Service, and Washington State - Department of Natural Resources. Except for said survey, no field surveys have been conducted to aid in the production of this description.

Bearings and distances cited herein are expressed on the Universal Transverse Mercator (UTM) NAD27 Zone 10, Central Meridian 123° W., at AP 1 the Convergence Angle is -0-42-00 and the Scale Factor is 0.999662708952.

Beginning at a Point on the boundary of the Quinault Indian Reservation and designated as AP-1 on said plat; thence southerly along said Boundary to AP-7; thence along the bearing from AP-7 to AP-7A a distance of 22m (72') to a point of intersection with the northern boundary of a 1955 clear-cut; thence leave the reservation boundary and following along the boundary of this 1955,clear-cut in a counterclockwise direction the following 7 courses:

1. North 38°49' West a distance of 56m (183');
2. South 88°17' West a distance of 47m (153');
3. North 85°31' West a distance of 46m (150');
4. South 43°24' West a distance of 89m (293');
5. South 11°21' West a distance of 86m (283');
6. South 50°45' East a distance of 45m (147');
7. South 00°22' East a distance of 141m (464') to a point at the intersection with the boundary of a 1990 clear-cut;

Thence following along the boundary of this 1990 clear-cut in a counterclockwise direction the following 6 courses:

1. South 50°33' West a distance of 32m (106');
2. South 77°00' West a distance of 74m (243');
3. South 83°35' West a distance of 75m (246');
4. South 51°50' East a distance of 125m (410');
5. South 60°13' East a distance of 102m (334');

6. South 83°41' East a distance of 31m (101') to a point having an East Coordinate value of 427870 m¹;

Thence leaving said line South 20°33' West a distance of 67m (220') to a point on the boundary of a 1990 clear-cut; thence following along the boundary of this 1990 clear-cut in a counterclockwise direction the following 3 courses:

1. North 68°11' West a distance of 97m (318');
2. North 52°40' West a distance of 157m (516');
3. South 14°35' West a distance of 59m (194') to a point at the intersection with the boundary of a 2002 clear-cut;

Thence following along the boundary of this 2002 clear-cut in a counterclockwise direction the following 10 courses:

1. South 58°10' West a distance of 22m (71');
2. North 84°48' West a distance of 10m (32');
3. South 55°00' West a distance of 23m (76');
4. South 28°04' West a distance of 11m (35');
5. South 46°34' West a distance of 47m (154');
6. North 07°54' East a distance of 104m (341');
7. North 37°41' West a distance of 28m (92');
8. North 68°33' West a distance of 57m (187');
9. South 48°21' West a distance of 23m (75');
10. South 24°06' West a distance of 56m (184') to a point at the intersection with the boundary of a 1997 clear-cut;

Thence following along the boundary of this 1997 clear-cut in a counterclockwise direction the following 4 courses:

1. North 81°10' West a distance of 26m (86');
2. South 59°40' West a distance of 89m (292');
3. North 51°34' West a distance of 23m (75');
4. North 20°22' West a distance of 55m (182') to a point at the intersection with the boundary of a 1978 clear-cut;

Thence following along the boundary of this 1978 clear-cut in a counterclockwise direction the following 21 courses:

1. North 59°44' East a distance of 29m (95');
2. North 85°30' East a distance of 55m (180');
3. North 04°37' East a distance of 118m (386');
4. North 39°21' West a distance of 66m (217');
5. North 26°33' East a distance of 56m (184');
6. North 12°31' West a distance of 21m (69');
7. North 02°48' East a distance of 20m (67');
8. North 16°23' East a distance of 49m (159');
9. North 24°33' West a distance of 13m (43');
10. North 75°33' West a distance of 20m (66');
11. North 52°06' West a distance of 67m (219');
12. South 71°46' West a distance of 75m (246');

¹ UTM NAD27 Zone 10, in meters



13. South 50°17' West a distance of 39m (126');
14. South 76°08' West a distance of 114m (375');
15. South 64°44' West a distance of 59m (192');
16. South 76°16' West a distance of 44m (145');
17. South 54°26' West a distance of 15m (51');
18. South 35°17' West a distance of 18m (60');
19. South 12°20' West a distance of 76m (249');
20. South 16°27' East a distance of 42m (137');
21. South 34°30' East a distance of 26m (86') to a point at the intersection with the boundary of a 1984 clear-cut;

Thence following along the boundary of this 1984 clear-cut in a counterclockwise direction the following 5 courses:

1. South 09°16' East a distance of 29m (95');
2. South 41°55' West a distance of 64m (209');
3. South 25°31' West a distance of 31m (102');
4. South 57°56' West a distance of 24m (80');
5. South 84°52' West a distance of 23m (74') to a point at the intersection with the boundary of a 1981 clear-cut;

Thence following along the boundary of this 1981 clear-cut in a counterclockwise direction the following 27 courses:

1. North 50°29' West a distance of 166m (544');
2. South 89°50' West a distance of 21m (70');
3. South 69°17' West a distance of 33m (109');
4. North 63°24' West a distance of 21m (68');
5. North 33°33' West a distance of 73m (240');
6. North 41°31' East a distance of 106m (348');
7. North 33°52' East a distance of 46m (151');
8. North 39°57' West a distance of 298m (977');
9. North 74°06' West a distance of 16m (54');
10. South 74°05' West a distance of 11m (36');
11. South 48°45' West a distance of 25m (81');
12. South 27°48' West a distance of 46m (149');
13. North 52°07' West a distance of 32m (104');
14. North 81°52' West a distance of 18m (58');
15. South 31°04' West a distance of 23m (75');
16. South 02°11' West a distance of 180m (590');
17. South 55°21' West a distance of 33m (108');
18. South 19°01' East a distance of 52m (170');
19. South 55°10' East a distance of 81m (264');
20. South 75°13' East a distance of 95m (313');
21. South 10°18' East a distance of 38m (125');
22. North 71°33' East a distance of 53m (175');
23. South 61°34' East a distance of 38m (123');
24. South 30°41' West a distance of 52m (170');
25. South 17°56' West a distance of 16m (52');



26. South 07°11' West a distance of 47m (155');
27. South 33°46' West a distance of 19m (63') to a point at the intersection with the boundary of a 1991 clear-cut;

Thence following along the boundary of this 1991 clear-cut in a counterclockwise direction the following 17 courses:

1. South 73°45' West a distance of 13m (42');
2. North 73°57' West a distance of 93m (306');
3. South 15°06' West a distance of 56m (184');
4. South 83°17' West a distance of 61m (200');
5. South 78°01' West a distance of 31m (103');
6. South 67°47' West a distance of 59m (194');
7. South 62°51' West a distance of 217m (713');
8. South 53°17' West a distance of 34m (113');
9. South 42°02' West a distance of 47m (154');
10. South 45°36' East a distance of 55m (181');
11. South 54°21' East a distance of 118m (385');
12. South 20°49' East a distance of 78m (255');
13. South 77°59' East a distance of 166m (545');
14. South 19°10' West a distance of 58m (189');
15. South 83°01' West a distance of 26m (85');
16. North 85°01' West a distance of 35m (114');
17. North 79°09' West a distance of 59m (192') to a point at the intersection with the boundary of a 1984 clear-cut;

Thence following along the boundary of this 1984 clear-cut in a counterclockwise direction the following 8 courses:

1. North 48°29' West a distance of 93m (306');
2. South 82°34' West a distance of 43m (141');
3. North 86°03' West a distance of 66m (215');
4. North 72°38' West a distance of 103m (338');
5. North 21°43' West a distance of 68m (222');
6. North 72°30' West a distance of 17m (57');
7. South 39°20' West a distance of 211m (692');
8. South 16°11' West a distance of 64m (212') to a point at the intersection with the boundary of a 1961 clear-cut;

Thence following along the boundary of this 1961 clear-cut in a counterclockwise direction the following 13 courses:

1. South 11°39' West a distance of 103m (337');
2. South 07°07' East a distance of 59m (194');
3. North 62°47' West a distance of 48m (159');
4. North 21°47' West a distance of 45m (147');
5. North 25°33' West a distance of 102m (334');
6. North 30°45' West a distance of 216m (708');
7. North 40°57' West a distance of 86m (282');
8. North 83°32' West a distance of 21m (68');
9. South 54°11' West a distance of 38m (123');



10. South 29°53' West a distance of 45m (147');
11. South 81°44' West a distance of 36m (117');
12. South 36°27' West a distance of 62m (202');
13. North 89°01' West a distance of 39m (129') to a point at the intersection with the boundary of a 1982 clear-cut;

Thence following along the boundary of this 1982 clear-cut in a counterclockwise direction the following course:

1. North 03°50' East a distance of 304m (997') to a point at the intersection with the boundary of a 1972 clear-cut;

Thence following along the boundary of this 1972 clear-cut in a counterclockwise direction the following 34 courses:

1. North 04°24' West a distance of 120m (393');
2. South 85°35' East a distance of 20m (65');
3. South 30°22' East a distance of 25m (82');
4. North 54°57' East a distance of 23m (75');
5. North 07°29' East a distance of 54m (177');
6. North 74°03' West a distance of 51m (167');
7. North 06°52' West a distance of 151m (496');
8. North 71°57' West a distance of 140m (458');
9. North 11°30' West a distance of 29m (94');
10. South 81°06' West a distance of 19m (62');
11. South 58°01' West a distance of 21m (68');
12. North 72°07' West a distance of 89m (294');
13. North 01°47' West a distance of 15m (49');
14. North 25°28' East a distance of 43m (140');
15. North 12°05' East a distance of 47m (154');
16. North 37°43' East a distance of 32m (104');
17. North 30°53' East a distance of 36m (117');
18. North 16°03' East a distance of 32m (104');
19. North 07°53' East a distance of 35m (114');
20. North 47°44' East a distance of 57m (188');
21. North 26°39' East a distance of 24m (77');
22. North 08°25' East a distance of 20m (66');
23. North 05°42' West a distance of 48m (158');
24. North 82°28' West a distance of 39m (127');
25. South 79°09' West a distance of 19m (63');
26. South 54°19' West a distance of 23m (75');
27. South 25°41' West a distance of 138m (42');
28. South 01°57' West a distance of 51m (167');
29. South 22°00' West a distance of 95m (311');
30. South 52°55' West a distance of 34m (112');
31. South 29°50' West a distance of 20m (64');
32. South 01°38' West a distance of 29m (94');
33. North 86°42' West a distance of 18m (58');



34. North 48°40' West a distance of 28m (93') to a point at the intersection with the boundary of a 1990 clear-cut;

Thence following along the boundary of this 1990 clear-cut in a counterclockwise direction the following 20 courses:

1. North 02°04' East a distance of 46m (150');
2. North 17°26' West a distance of 77m (253');
3. North 06°03' West a distance of 64m (210');
4. North 37°36' West a distance of 55m (181');
5. North 07°57' West a distance of 48m (159');
6. North 06°07' East a distance of 37m (122');
7. North 14°29' West a distance of 20m (65');
8. North 71°06' West a distance of 10m (32');
9. South 22°29' West a distance of 85m (279');
10. South 12°45' West a distance of 84m (277');
11. South 16°22' East a distance of 44m (144');
12. South 00°25' East a distance of 35m (115');
13. South 19°40' West a distance of 14m (45');
14. North 75°40' West a distance of 28m (90');
15. North 59°14' West a distance of 36m (119');
16. North 11°44' East a distance of 166m (545');
17. North 14°02' West a distance of 21m (69');
18. North 72°54' West a distance of 33m (110');
19. North 84°41' West a distance of 48m (156');
20. South 83°14' West a distance of 38m (126') to a point at the intersection with the boundary of a 1983 clear-cut;

Thence following along the boundary of this 1983 clear-cut in a counterclockwise direction the following 36 courses:

1. North 10°37' East a distance of 34m (110');
2. North 54°19' West a distance of 24m (78');
3. North 71°48' West a distance of 58m (192');
4. South 85°29' West a distance of 39m (126');
5. North 33°08' West a distance of 28m (91');
6. North 57°28' East a distance of 45m (148');
7. North 33°46' East a distance of 49m (160');
8. North 49°46' East a distance of 48m (158');
9. North 20°06' East a distance of 249m (816');
10. North 21°42' West a distance of 41m (133');
11. North 53°04' West a distance of 67m (220');
12. North 74°37' West a distance of 54m (179');
13. North 65°03' West a distance of 31m (102');
14. North 49°45' West a distance of 56m (184');
15. North 43°42' West a distance of 62m (203');
16. North 78°34' West a distance of 43m (141');
17. South 03°18' West a distance of 48m (156');
18. South 52°20' West a distance of 40m (132');



19. North 81°24' West a distance of 40m (132');
20. North 52°58' West a distance of 44m (144');
21. North 44°33' West a distance of 49m (161');
22. South 66°12' West a distance of 17m (57');
23. South 09°45' West a distance of 39m (126');
24. South 09°19' East a distance of 121m (396');
25. South 43°34' West a distance of 35m (113');
26. North 87°19' West a distance of 64m (211');
27. South 58°46' West a distance of 46m (152');
28. South 00°17' East a distance of 62m (203');
29. South 08°36' East a distance of 203m (665');
30. South 45°31' East a distance of 17m (56');
31. South 22°22' East a distance of 69m (227');
32. South 19°22' West a distance of 38m (125');
33. South 23°22' East a distance of 65m (214');
34. South 05°27' East a distance of 74m (242');
35. South 29°42' East a distance of 52m (172');
36. South 15°48' West a distance of 25m (84') to a point at the intersection with the boundary of a 1951 clear-cut;

Thence following along the boundary of this 1951 clear-cut in a counterclockwise direction the following 13 courses:

1. South 79°15' West a distance of 16m (53');
2. North 60°59' West a distance of 154m (504');
3. South 57°44' West a distance of 65m (212');
4. North 85°11' West a distance of 72m (235');
5. North 57°40' West a distance of 33m (107');
6. North 87°40' West a distance of 62m (203');
7. South 33°07' West a distance of 62m (203');
8. South 16°42' East a distance of 77m (253');
9. South 03°00' East a distance of 83m (271');
10. South 34°37' West a distance of 38m (126');
11. South 52°57' West a distance of 37m (120');
12. South 73°29' West a distance of 32m (104');
13. North 82°32' West a distance of 27m (89') to a point at the intersection with the boundary of a 1978 clear-cut;

Thence following along the boundary of this 1978 clear-cut in a counterclockwise direction the following 3 courses:

1. North 06°13' West a distance of 30m (97');
2. North 28°45' West a distance of 200m (655');
3. North 35°52' West a distance of 40m (131') to a point at the intersection with the boundary of a 1984 clear-cut;

Thence following along the boundary of this 1984 clear-cut in a counterclockwise direction the following 2 courses:

1. North 35°52' West a distance of 42m (138');



2. North 24°23' West a distance of 125m (410') to a point at the intersection with the boundary of a 1968 clear-cut;

Thence following along the boundary of this 1968 clear-cut in a counterclockwise direction the following 4 courses:

1. North 24°23' West a distance of 18m (59');
 2. North 24°48' East a distance of 89m (293');
 3. North 36°41' East a distance of 116m (381');
 4. North 09°36' East a distance of 202m (662') to a point at the intersection with the boundary of a 1987 clear-cut;

Thence following along the boundary of this 1987 clear-cut in a counterclockwise direction the following 11 courses:

1. North 51°45' East a distance of 87m (286');
 2. North 88°28' East a distance of 208m (681');
 3. North 57°37' East a distance of 48m (156');
 4. North 31°02' East a distance of 121m (396');
 5. North 58°56' East a distance of 70m (231');
 6. North 14°02' East a distance of 35m (115');
 7. North 65°52' West a distance of 94m (310');
 8. North 47°37' West a distance of 54m (178');
 9. North 27°00' West a distance of 88m (290');
 10. North 82°10' West a distance of 40m (133');
 11. North 42°48' West a distance of 42m (139');

Thence North 33°35' East a distance of 33m (109') more or less to the boundary of the Quinault Indian Reservation; thence easterly along said boundary to the Point of Beginning.

EXCEPTING THEREFROM, that portion of the above described tract of land that lay easterly of the following line:

Commencing at a point on boundary of the Quinault Indian Reservation that is designated AP-6B on said Bureau of Land Management Cadastral Survey plat; thence along the course from AP-6B to AP-6A a distance of 12m (39') to the southern most point of a 1955 clear-cut and the Point of Beginning. thence following the boundary of a 1955 clear-cut in a counterclockwise direction the following 14 courses:

1. North 83°06' West a distance of 42m (137');
 2. North 60°52' West a distance of 46m (152');
 3. North 00°26' East a distance of 93m (307');
 4. North 36°20' East a distance of 162m (532');
 5. North 06°12' East a distance of 45m (148');
 6. North 62°50' East a distance of 79m (260');
 7. North 01°09' West a distance of 59m (194');
 8. North 40°51' East a distance of 30m (100');
 9. South 72°47' East a distance of 62m (203');
 10. North 13°47' East a distance of 50m (164');
 11. North 55°23' East a distance of 31m (103');
 12. North 22°48' East a distance of 90m (296');



117-10151

13. North 48°16' East a distance of 91m (298');
14. North 02°50' East a distance of 23m (76') to said boundary.

ALSO EXCEPTING THEREFROM, That portion of the above described tract of land that lies within the template of a road once known as Olympia National Forest Road 2140.

ALSO EXCEPTING THEREFROM, That portion of the above described tract of land that lies between the lines of mean high water of the Middle Fork of the Salmon River for that segment of said river beginning at its confluence with the South Fork of the Salmon River and ending at the confluence with a tributary creek that flows westerly and has a LLID² designation of 1239638475189.

ALSO EXCEPTING THEREFROM, That portion of the above described tract of land that lies between the lines of mean high water of a tributary creek to the Middle Fork of the Salmon River having a LLID³ designation of 1239638475189. This creek is also depicted on the cited map in Public Law 100-638 as one of the boundary components of "Northern Boundary Expansion Area".

Tract 1 of Easement Block 1 contains a net of 820 acres more or less.

² Lat/Long Identifier

³ Lat/Long Identifier

^{2nd} Grant Deed of Conservation Easement
Attachment B, Exhibit 1 (Page 9 of 9)



ATTACHMENT B, EXHIBIT 2

OLD GROWTH TIMBER TRACT 2 OF EASEMENT BLOCK 1

The following described easement tract is contained all within Townships 23 and 24 North, Ranges 10 and 10-½ West, Willamette Meridian and within those lands known as the "Northern Boundary Expansion Area" conveyed to the Quinault Indian Nation in November 1988 by Public Law 100-638.

Courses cited herein are derived from digital data provide by Quinault Indian Nation – Department of Natural Resources, Geographic Information System (GIS) Department. This digital data came from maps and data provided by the Bureau of Land Management, Quinault Indian Nation – Department of Natural Resources, U.S. Forest Service, and Washington State - Department of Natural Resources. No field surveys have been conducted to aid in the production of this description.

Bearings and distances cited herein are expressed on the Universal Transverse Mercator (UTM) NAD27 Zone 10, Central Meridian 123° W., at the Point of Beginning the Convergence angle is -0-45-59 and the Scale factor is 0.999675197225.

Beginning at the point where the mark of Mean High Water on the right bank of the South Fork of the Salmon River meets the mark of Mean High Water on the left bank of the Middle Fork of the Salmon River; thence southeasterly up the right bank of South Fork of the Salmon River along the mark of Mean High Water the following 5 courses:

1. South 08°31' East a distance of 58m (191');
2. South 70°48' East a distance of 54m (177');
3. South 31°29' East a distance of 61m (201');
4. South 51°10' East a distance of 133m (436');
5. South 85°29' East a distance of 73m (239');

Thence South 30°57' East leaving said mark and crossing the riparian zone a distance of 45m (146') more or less to a point on the boundary of a 1959 clear-cut. thence southerly, easterly, and southerly along this 1959 clear-cut the following 14 courses:

1. South 71°36' East a distance of 53m (173');
2. South 45°00' East a distance of 25m (81');
3. South 23°14' East a distance of 33m (109');
4. South 60°17' East a distance of 60m (198');
5. North 86°34' East a distance of 66m (216');
6. South 64°57' East a distance of 63m (205');
7. South 06°24' East a distance of 105m (345');
8. South 31°58' East a distance of 65m (214');
9. South 46°38' East a distance of 47m (155');
10. South 01°38' West a distance of 67m (219');
11. South 88°18' East a distance of 76m (248');
12. South 48°28' East a distance of 38m (123');
13. South 31°46' East a distance of 169m (554');



14. South 50°54' East a distance of 86m (282') to a point having a north coordinate value of 5262905 m¹

Thence North 54°45' East a distance of 46m (151') to the mark of Mean High Water on the right bank of the South Fork of the Salmon River; thence easterly and southerly up the South Fork of the Salmon River along the mark of Mean High Water on the right bank of the South Fork of the Salmon River the following 12 courses:

1. South 65°43' East a distance of 52m (172');
2. South 51°32' East a distance of 100m (330');
3. South 40°53' East a distance of 36m (118');
4. South 20°36' East a distance of 22m (73');
5. South 03°05' West a distance of 28m (91');
6. South 07°43' West a distance of 75m (245');
7. South 20°15' West a distance of 70m (230');
8. South 01°40' East a distance of 42m (139');
9. South 21°24' East a distance of 53m (174');
10. South 40°33' West a distance of 75m (245');
11. South 04°46' West a distance of 35m (114');
12. South 29°26' East a distance of 34m (113') to a point where a major creek that flows northwesterly enters said river²;

Thence leaving said mark South 46°55' East a distance of 159m (521') more or less to the most northern point of a 1966 clear-cut; thence following along the boundary of this 1966 clear-cut in a clockwise direction the following 23 courses:

1. South 65°49' East a distance of 89m (291');
2. South 24°42' East a distance of 85m (279');
3. South 58°01' East a distance of 118m (388');
4. North 06°13' West a distance of 24m (78');
5. North 50°16' East a distance of 13m (41');
6. South 77°05' East a distance of 29m (95');
7. South 37°37' East a distance of 15m (50');
8. South 74°05' East a distance of 135m (442');
9. South 37°43' East a distance of 66m (218');
10. South 26°15' East a distance of 64m (209');
11. South 36°14' East a distance of 69m (228');
12. South 83°39' East a distance of 40m (133');
13. South 66°58' East a distance of 52m (172');
14. South 27°27' East a distance of 20m (65');
15. South 00°46' West a distance of 30m (98');
16. South 34°43' West a distance of 28m (92');
17. South 66°11' West a distance of 41m (135');
18. South 47°51' West a distance of 66m (215');
19. South 10°29' East a distance of 63m (207');
20. South 37°51' East a distance of 58m (192');
21. South 29°52' West a distance of 57m (186');

¹ UTM NAD 27 Zone 10

² This creek has a Lat/Long Identifier number of 1240248475120



117-10151

22. South 55°11' West a distance of 58m (190);
23. South 87°32' West a distance of 12m (38') to a point at the intersection with the boundary of a 1984 clear-cut;
The fence following along the boundary of this 1984 clear-cut in a clockwise direction the following 8 courses:

1. South 37°46' West a distance of 56m (185);
2. South 75°51' East a distance of 41m (134);
3. North 79°33' East a distance of 39m (127);
4. South 64°08' East a distance of 88m (290);
5. South 83°00' East a distance of 37m (121);
6. South 50°22' East a distance of 17m (57);
7. South 40°20' West a distance of 11m (37);
8. South 71°40' West a distance of 33m (110') to a point having a north coordinate value of 5261477m²

The fence leaving said boundary South 37°16' East across a draw a distance of 64m (209') more or less to the boundary of 1970 clear-cut; the fence following along the boundary of this 1970 clear-cut in a clockwise direction the following 7 courses:

1. South 72°51' East a distance of 93m (305);
2. North 88°47' East a distance of 187m (615);
3. South 59°19' East a distance of 26m (87);
4. South 02°43' East a distance of 151m (494);
5. South 19°36' West a distance of 96m (314);
6. South 05°31' West a distance of 103m (338);
7. South 07°40' East a distance of 95m (312') to a point of intersection with the boundary of a 1983 clear-cut;

The fence following along the boundary of this 1983 clear-cut in a clockwise direction the following 5 courses:

1. South 07°40' East a distance of 46m (151);
2. South 36°19' East a distance of 69m (227);
3. South 36°57' West a distance of 91m (298);
4. South 22°25' East a distance of 140m (458);
5. South 05°03' East a distance of 29m (94') to a point of intersection with the boundary of a 1976 clear-cut;

The fence following along the boundary of this 1976 clear-cut in a clockwise direction the following course:

1. South 84°45' East a distance of 31m (103') to a point of intersection with the boundary of a 1953 clear-cut;

The fence northerly and easterly along the boundary of this 1953 clear-cut the following 6 courses:

1. North 00°00' East a distance of 55m (181);
2. North 89°53' East a distance of 53m (175);
3. South 30°47' East a distance of 102m (336);
4. South 81°20' East a distance of 44m (144);
5. North 89°54' East a distance of 77m (252);

UTM NAD 27 Zone 10

2nd Grant Deed of Conservation Easement
Attachment B, Exhibit 2 (Page 3 of 8)



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Page: 22 of 27
2006-08170018
Grays Harbor Co

6. North 75°44' East a distance of 134m (438') to a point of intersection with the boundary of a 1992 clear-cut;

Thence following along the boundary of this 1992 clear-cut in a clockwise direction the following 5 courses:

1. North 33°41' West a distance of 55m (181');
 2. North 63°36' West a distance of 110m (360');
 3. North 30°14' East a distance of 96m (314');
 4. North 14°30' West a distance of 81m (266');
 5. North 40°07' East a distance of 110m (360') to a point of intersection with the boundary of a 1965 clear-cut;

Thence following along the boundary of this 1965 clear-cut in a clockwise direction the following 8 courses:

1. North 25°51' West a distance of 29m (96');
 2. North 08°23' West a distance of 66m (216');
 3. North 06°44' East a distance of 106m (347');
 4. North 39°56' West a distance of 44m (144');
 5. North 07°45' West a distance of 32m (105');
 6. North 13°54' East a distance of 56m (183');
 7. North 69°30' East a distance of 263m (862');
 8. South 84°21' East a distance of 236m (775') to a point of intersection with the boundary of a 1990 clear-cut;

Thence following along the boundary of this 1990 clear-cut in a clockwise direction the following 6 courses:

1. North 00°52' East a distance of 396m (1299');
 2. North 35°33' East a distance of 50m (165');
 3. South 82°57' East a distance of 73m (241');
 4. South 72°16' East a distance of 57m (186');
 5. North 76°22' East a distance of 35m (116');
 6. South 86°12' East a distance of 114m (375') to a point of intersection with an un-named stream;

Thence leaving said clear-cut and traversing down the thread of this un-named stream⁴ which is represented by the following 15 courses:

1. North 63°06' West a distance of 61m (200');
 2. North 80°00' West a distance of 124m (406');
 3. South 78°46' West a distance of 47m (155');
 4. South 86°18' West a distance of 26m (84');
 5. North 82°24' West a distance of 41m (135');
 6. North 74°35' West a distance of 55m (180');
 7. North 59°52' West a distance of 63m (207');
 8. North 72°15' West a distance of 36m (117');
 9. North 52°07' West a distance of 47m (153');
 10. North 70°01' West a distance of 32m (104');
 11. North 63°26' West a distance of 122m (399');

⁴ This creek has a Lat/Long Identifier number of 1240248475120



12. North 76°57' West a distance of 114m (376');
13. South 65°09' West a distance of 81m (266');
14. North 79°17' West a distance of 51m (168');
15. North 58°54' West a distance of 43m (140') to that point where this stream enters a 1986 clear-cut;

Thence following along the boundary of this 1986 clear-cut in a clockwise direction the following 9 courses:

1. South 25°27' West a distance of 216m (707');
2. South 89°48' West a distance of 170m (557');
3. North 65°05' West a distance of 47m (153');
4. North 11°54' West a distance of 165m (541');
5. North 22°40' West a distance of 187m (613');
6. North 14°46' West a distance of 58m (192');
7. North 58°10' East a distance of 163m (534');
8. North 32°13' East a distance of 129m (422');
9. North 40°42' East a distance of 59m (195') to a point of intersection with the boundary of a 1951 clear-cut;

Thence following along the boundary of this 1951 clear-cut in a clockwise direction in a clockwise direction the following 8 courses:

1. North 30°28' West a distance of 109m (357');
2. North 16°51' West a distance of 31m (103');
3. North 28°01' East a distance of 15m (50');
4. North 68°39' East a distance of 37m (122');
5. North 30°22' East a distance of 14m (46');
6. North 49°21' West a distance of 42m (139');
7. North 05°24' West a distance of 36m (119');
8. North 23°51' East a distance of 29m (95') to a point of intersection with the boundary of a 1984 clear-cut;

Thence following along the boundary of this 1984 clear-cut in a clockwise direction the following 4 courses:

1. North 69°29' West a distance of 53m (173');
2. South 34°43' West a distance of 60m (196');
3. North 72°24' West a distance of 86m (282');
4. South 52°22' West a distance of 66m (216') to a point of intersection with the boundary of a 1978 clear-cut;

Thence following along the boundary of this 1978 clear-cut in a clockwise direction the following 9 courses:

1. South 24°16' West a distance of 29m (95');
2. South 57°51' West a distance of 58m (190');
3. South 53°39' West a distance of 392m (1287');
4. South 61°05' West a distance of 168m (550');
5. North 48°59' West a distance of 158m (517');
6. North 72°41' West a distance of 84m (276');
7. North 49°17' West a distance of 67m (221');
8. North 15°40' West a distance of 86m (283');



9. North 53°15' East a distance of 52m (172') to a point of intersection with the boundary of a 1984 clear-cut;

Thence following along the boundary of this 1984 clear-cut in a clockwise direction the following 14 courses:

1. North 12°20' East a distance of 98m (321');
 2. North 02°34' East a distance of 112m (366');
 3. North 13°56' West a distance of 166m (544');
 4. North 55°05' East a distance of 23m (75');
 5. South 68°58' East a distance of 178m (585');
 6. South 78°58' East a distance of 196m (644');
 7. North 34°31' East a distance of 87m (285');
 8. North 84°26' East a distance of 57m (186');
 9. South 25°40' East a distance of 79m (258');
 10. South 79°45' East a distance of 62m (203');
 11. North 34°52' East a distance of 172m (566');
 12. South 65°15' East a distance of 75m (247');
 13. North 52°27' East a distance of 27m (89');
 14. North 02°45' East a distance of 97m (317') to a point of intersection with the boundary of a 1968 clear-cut;

Thence following along the boundary of this 1968 clear-cut in a clockwise direction the following 6 courses:

1. South 88°15' West a distance of 82m (269');
 2. North 42°45' West a distance of 116m (381');
 3. North 50°57' West a distance of 99m (325');
 4. North 31°55' West a distance of 46m (152');
 5. North 17°38' East a distance of 33m (109');
 6. North 23°16' West a distance of 101m (332') to a point of intersection with the boundary of a 1983 clear-cut;

Thence following along the boundary of this 1983 clear-cut in a clockwise direction the following 26 courses:

1. North 82°09' West a distance of 143m (469');
 2. South 72°32' West a distance of 253m (831');
 3. South 37°43' West a distance of 66m (217');
 4. South 28°34' East a distance of 33m (110');
 5. South 34°53' West a distance of 15m (49');
 6. South 86°30' West a distance of 31m (100');
 7. North 49°21' West a distance of 37m (123');
 8. South 49°30' West a distance of 26m (86');
 9. South 39°59' East a distance of 43m (141');
 10. South 33°53' West a distance of 7m (24');
 11. North 81°50' West a distance of 102m (335');
 12. South 51°54' West a distance of 148m (487');
 13. North 20°44' West a distance of 53m (175');
 14. North 59°20' West a distance of 65m (212');
 15. North 42°11' West a distance of 165m (542');



16. North 12°25' West a distance of 32m (106');
17. North 56°09' West a distance of 50m (165');
18. North 24°40' West a distance of 71m (233');
19. North 51°32' West a distance of 110m (361');
20. North 27°22' East a distance of 78m (257');
21. North 02°41' West a distance of 30m (98');
22. North 32°47' East a distance of 133m (437');
23. North 53°03' East a distance of 141m (463');
24. North 04°23' West a distance of 76m (249');
25. North 40°46' East a distance of 55m (180');
26. North 61°45' East a distance of 67m (221') to a point of intersection with the boundary of a 1987 clear-cut;

Thence following along the boundary of this 1987 clear-cut in a clockwise direction the following 23 courses:

1. North 18°47' East a distance of 60m (197');
2. North 22°56' West a distance of 66m (217');
3. North 58°47' West a distance of 49m (161');
4. South 89°23' West a distance of 139m (456');
5. North 81°44' West a distance of 88m (288');
6. South 68°41' West a distance of 73m (240');
7. South 46°59' West a distance of 38m (124');
8. South 78°01' West a distance of 54m (176');
9. North 55°56' West a distance of 52m (170');
10. North 84°43' West a distance of 38m (125');
11. South 66°30' West a distance of 44m (144');
12. North 62°55' West a distance of 41m (133');
13. North 26°02' West a distance of 77m (252');
14. North 12°54' East a distance of 42m (139');
15. North 69°10' East a distance of 64m (210');
16. North 49°34' East a distance of 107m (352');
17. EAST a distance of 54m (176');
18. North 68°40' East a distance of 66m (217');
19. North 30°56' East a distance of 38m (126');
20. South 85°08' East a distance of 106m (348');
21. North 85°53' East a distance of 188m (618');
22. South 71°21' East a distance of 63m (205');
23. North 85°00' East a distance of 35m (113') to a point of intersection with the boundary of a 1994 clear-cut;

Thence following along the boundary of this 1994 clear-cut in a clockwise direction the following 8 courses:

1. North 39°33' East a distance of 54m (179');
2. North 65°49' East a distance of 42m (138');
3. South 55°16' East a distance of 166m (544');
4. North 75°02' East a distance of 79m (258');
5. North 77°24' East a distance of 131m (429');



117-10151

6. South 79°20' East a distance of 83m (273');
7. South 61°56' East a distance of 95m (310');
8. South 43°45' East a distance of 44m (145') to a point of intersection with the boundary of a 1983 clear-cut;

Thence following along the boundary of this 1983 clear-cut in a clockwise direction the following 2 courses:

1. South 63°01' East a distance of 195m (641');
2. South 28°05' East a distance of 26m (85') to a point of intersection with the boundary of a 1987 clear-cut;

Thence following along the boundary of this 1987 clear-cut in a clockwise direction the following 7 courses:

1. South 28°05' East a distance of 62m (203');
2. South 66°57' East a distance of 56m (184');
3. North 78°08' East a distance of 32m (104');
4. South 87°22' East a distance of 131m (430');
5. North 50°53' East a distance of 63m (207');
6. South 67°01' East a distance of 87m (287');
7. South 28°46' East a distance of 75m (247');

Thence North 45° East a distance of 12m (39') to the mark of Mean High Water on the Left Bank of the Middle Fork of the Salmon River; thence westerly along said mark to the Point of Beginning.

EXCEPTING THEREFROM, that portion of the above described land that lay within a 20m wide strip of land, 10m on each side of centerline, running the length of and is centered along the apparent centerline of said road numbered 2191-100.

ALSO EXCEPTING THEREFROM, That portion of the above described block of land that lies between the lines of Mean High Water of the South Fork of the Salmon River.

Tract 2 of Easement Block 1 contains a net of 555 acres more or less.



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Dana M. Wilson

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EXHIBIT J



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Lori Nies, Senior Assistant Attorney General
Marilyn Johnson, Legal Secretary II
Tootie James, Legal Secretary

MEMORANDUM

RE: Analysis of *Montana v. United States* test for tribal authority over nonmember activities related to protection of water quality

DATE: November 9, 2012

The Quinault Indian Nation ("QIN") Office of the Attorney General provides the following analysis of the impacts of nonmember activities within the Quinault Indian Reservation on the QIN's political integrity, economic development, and health and welfare to demonstrate the QIN's eligibility for treatment in the same manner as a state ("TAS") for eventual approval of water quality standards.

The seminal case establishing the test for when an Indian tribe has authority over nonmember (non-Indian) activities is *Montana v. United States*, 450 U.S. 544, 565-566 (1981): A tribe may exercise civil authority over the conduct of non-Indians on fee lands within its reservation when 1) nonmembers "enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements"; or 2) "when that conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe."

Federal courts have applied this test in several cases since *Montana*, most often concluding the subject Indian tribe did not have civil authority over non-Indians. Those cases did not address impacts to natural resources or water quality, but rather dealt with such matters as tort claims, zoning, and financial transactions (see, e.g., *Strate v. A-1 Contractors*, 520 U.S. 438, (1997); *Brendale v. Confederated Tribes & Bands of the Yakima Indian Nation*, 109 S.Ct. 2994 (1989); *Plains Commerce Bank v. Long Family Land and Cattle Co.*, 554 U.S. 316 (2008)). A recent Ninth Circuit Appellate case, however, is instructive regarding impacts to a tribe's water resources. Though not published, and therefore, having no precedential value before the Ninth Circuit Court of Appeals, *Rincon Mushroom Corp. v. Mazzetti*, 2012 WL 2928605, provides guidance in the context of this application. The court in *Rincon* applied the second *Montana* test to determine whether the activities on Rincon Mushroom Corp.'s property threatening to contaminate the Rincon Band of Luiseno Mission Indians' sole water source and increase the risk of forest fires that could jeopardize its casino (its principal economic investment) justified the application of tribal jurisdiction. The court declared that "the tribe's assertion of jurisdiction over activities on Rincon Mushroom Corp.'s property is 'colorable' or 'plausible[.]'" (*Id.* at *1) and concluded the tribal court should have the first opportunity to decide whether tribal jurisdiction is actually permitted. *Id.* at *2.

The *Rincon* court viewed a threat of water contamination make that tribe's assertion of jurisdiction "plausible." In the QIN's case, there are many threats of water contamination on its Reservation from non-Indian activities.

There are two key areas of the Reservation that are impacted by non-Indian activities: Lake Quinault and the coastline. The Village of Amanda Park borders Lake Quinault, the bed and waters of which are owned by the QIN. Amanda Park's 400 or so residents are primarily non-Indian. There are dozens of houses and a few businesses adjacent to the Lake and Quinault River, which serves as an outlet from the Lake at Amanda Park. Additionally, there are dozens of non-Indian owned homes outside of Amanda Park surrounding the Lake, both on- and off-Reservation. Most of those homes and businesses rely on septic systems for dealing with sewage. Some of those systems are considered "failing." Some of them actually discharge raw sewage into the Lake. The Bureau of Land Management completed a survey of the ordinary high water mark of approximately two and a half miles of the north shore of Lake Quinault in July 2012. They found 17 pipes in the Lake and the Nation believes, based on eyewitness accounts of raw sewage plumes in the Lake, that at least some of these contain sewage discharge. A hotel operating outside of the Reservation adjacent to the Lake and has in the past periodically drained its swimming pool water (containing chlorine) directly into the Lake.

Though some of the most egregious problems of sewage discharge directly to the Lake have been identified and resolved in the last few years, there is potential for fecal coliform exceedences from discharges into Lake Quinault, as well as other contamination from everyday activities discharging fertilizers, pesticides, household chemicals, sediment, etc.

The QIN operates a hatchery facility on the Lake, and the Lake is the

There are hundreds of cabins and homes along the 26-mile coastline within the Reservation. Other than in the Village of Taholah, there is no wastewater system serving coastal properties. The majority of these residences rely on septic systems. In many documented instances, there are no septic systems and residents discharge their waste directly to the ground or the QIN beach.

The QIN has seen an increase in residential development along its coastline in the last 10 years. Most non-Indians building homes or cabins have refused to comply with QIN laws and obtain QIN building permits, leaving the QIN the position of having unwanted development without adequate protection to its waters. There have been a handful of instances in the last three years of non-Indian landowners unlawfully filling or impacting wetlands to their development. Because these activities occur on the Reservation, QIN relies on the Army Corps of Engineers to address Clean Water Act violations to wetlands, and enforcement is not consistent or timely because of the remoteness of the Reservation to the Seattle Corps Headquarters. Although County building and health codes are typically applied to permit development, there is scant enforcement because of the remoteness of the Reservation.

Sewage and other pollutant discharges along the coastline have the potential to harm clam beds and other marine species and marine habitat upon which the QIN relies to exercise its federally-protected treaty fishing rights. Pollutant discharges to fresh waters within the Reservation constitute direct threats to health and welfare of the Quinault people. The Quinault people use Lake Quinault and the rivers running through the Reservation for recreation, spiritual and cultural practices, and in some cases, for drinking water. Discharges of pollutants to these waters limit the Quinault people's

ability to use these waters as they desire. In the past, personal use of Lake Quinault has been curtailed because of high fecal coliform. Contamination of drinking water supplies poses an obvious human health risk. Pollutants in fresh waters on the Reservation have the potential to harm the fish and habitat upon which the Quinault people rely to exercise their treaty fishing rights. The QIN seeks treatment in the same manner as a state under the Clean Water Act to help ensure its continued use and enjoyment of its marine and fresh waters within the Reservation.

EXHIBIT K

Downstream Coordinate Location in Decimal Degrees (WGS 84) for Surface Waters Located on the Quinault Indian Reservation

FRESHWATER SURFACE WATER	TRIBUTARY FRESHWATER SURFACE WATER	SURFACE WATER DRAINS TO TRIBUTARY FRESHWATER	SURFACE WATER DRAINS TO TRIBUTARY FRESHWATER	Latitude	Longitude
Joe Creek Watershed					
Unnamed Tributary (1) to Joe Creek				N47.24528	W-124.12123
Unnamed Tributary (2) to Joe Creek				N47.24523	W-124.11918
Moclips River Watershed					
Moclips River and all related floodplain side channels				N47.24528	W-124.21661
	All Unnamed Surface Water Tributaries to Moclips River drainage			Unspecified	Unspecified
North Fork Moclips River and all related floodplain side channels				N47.24956	W-124.17745
	Halbert Creek			N47.25428	W-124.17113
	Hall Creek			N47.29892	W-124.08783
	All Unnamed Surface Water Tributaries in the North Fork Moclips River drainage			Unspecified	Unspecified
Quinault River Watershed (Note: All Tributaries to (Lower) Quinault River located at stream entry point to floodplain from uplands)					
(Lower) Quinault River (located downstream of Lake Quinault) and related floodplain side channels and sloughs				N47.34916	W-124.29916
<i>Right Bank</i>	Canyon Creek			N47.34470	W-124.23831

<i>Tributaries to (Lower) Quinault River</i>					
	No Name Creek			N47.37083	W-124.16640
	O' Took Creek			N47.37454	W-124.14307
	Joe Creek			N47.38394	W-124.08001
	Boulder Creek (North)			N47.39526	W-124.04951
	Ten O' Clock Creek			N47.40885	W-124.03363
	Prairie Creek			N47.43564	W-123.94024
		Dry Creek		Not sure if on/off rez	Not sure if on/off rez
		Milbourn Creek		Not sure on/off rez	Not sure on/off rez
	Unnamed Creek (1RB)			N47.38015	W-124.09995
	Unnamed Creek (2RB)			N47.43079	W-123.96556
	Unnamed Tributaries to all above identified (Lower) Quinault River surface waters			Unspecified	Unspecified
<i>Left Bank Tributaries of the (Lower) Quinault River</i>	Railroad Creek			N47.34994	W-124.18551
	Mounts Creek			N47.36335	W-124.16533
	Cook Creek			N47.36642	W-124.05713
		Elk Creek		N47.36311	W-124.04034
			Red Creek	N47.34753	W-124.03076
	Chow Chow Creek			N47.37214	W-124.05443
	Boulder Creek (South)			N47.43736	W-123.92179
		McCalla Creek (may be off rez)		N47.42606	W-123.91241
	Unnamed Creek (1LB)			N47.33220	W-124.25059
	Unnamed Creek (2LB)			N47.33364	W-124.24619
	Unnamed Creek (3LB)			N47.33551	W-124.24015
	Unnamed Creek (4LB)			N47.33752	W-124.22461
	Unnamed Creek (5LB)			N47.34046	W-124.18846
	Unnamed Surface Water Tributaries to all above identified (Lower) Quinault River streams			Unspecified	Unspecified

Lake Quinault				N47.46199	W-123.88596
Raft River Watershed					
Raft River and all related floodplain side channels and sloughs				N47.46250	W-124.34138
<i>Right Bank Tributaries to Raft River</i>	Crane Creek			N47.45023	W-124.17339
		Cedar Creek		N47.45407	W-124.16708
	Lunch Creek			N47.44697	W-124.15918
	Unnamed Creek (1RB) to Raft River			N47.45977	W-124.27685
	Unnamed Creek (2RB) to Raft River			N47.44815	W-124.19147
<i>Left Bank Tributaries to Raft River</i>	Rainy Creek			N47.45406	W-124.31827
	Red Creek			N47.45974	W-124.30602
	Hoh Creek			N47.44783	W-124.22100
	South Fork Raft River			N47.44854	W-124.18773
	Meadow Creek			N47.43788	W-124.14765
	Unnamed Creek (1LB) to Raft River			N47.45493	W124.26743
	Unnamed Surface Water Tributaries to all above identified Raft River			Unspecified	Unspecified
North Fork Raft River and all related floodplain side channels				N47.46332	W-124.29431
	Wolf Creek			N47.48608	W-124.26486
		Trail Creek		N47.49343	W-124.23550
			Swede Creek	N47.49343	W-124.23538
	Unnamed Surface Water Tributaries to all above identified North Fork Raft River			Unspecified	Unspecified
Queets River Watershed					
Queets River including all related floodplain side channels and sloughs					
	Moses Creek			N47.52805	W-124.33091

	Fisher Creek			N47.54366	W-124.30336
	Elk Creek			N47.54843	W-124.29546
	Harlow Creek			N47.54896	W-124.27625
	All Unnamed Surface waters tributary to the above named Queets River Watershed waters			Unspecified	Unspecified
Clearwater River including all related floodplain side channels				N47.54945	W-124.27972
Salmon River including all related floodplain side channels				N47.53985	W-124.21153
	Middle Fork Salmon River			N47.52440	W-124.04060
	South Fork Salmon River			N47.52437	W-124.04067
	All Unnamed Tributaries to above named Salmon River surface waters			Unspecified	Unspecified
Small Independent Watersheds Draining to the Pacific Ocean					
Wreck Creek				N47.28467	W-124.23389
	North Fork Wreck Creek			N47.28717	W-124.22451
	Baker Creek			N47.28717	W-124.22451
Duck Creek				N47.38811	W-124.32354
Camp Creek				N47.39915	W-124.32693
Whale Creek				N47.48793	W-124.34288
	North Fork Whale Creek			N47.49080	W-124.34284
Unnamed Creek (1)				N47.30523	W-124.26541
Unnamed Creek (2)				N47.30433	W-124.25966
Unnamed Creek (3)				N47.29966	W-124.24788
Unnamed Creek (4 - Bob Wayne Hill)				N47.25526	W-124.22142
All other Unnamed Surface Waters flowing to and tributary the Pacific Ocean				Unspecified	Unspecified
All Unnamed Surface Waters of QIR Islands on the Pacific Ocean coastline	All springs, seeps, and depressions, etc.			Unspecified	Unspecified

Geothermal Surface Water Resources	Grand Mounds			Unspecified – North of Taholah about 1 mile or so near Pacific	Unspecified - North of Taholah about 1 mile or so near Pacific
Any and all geothermal waters emanating from the ground, e. g. (mudpots, springs, etc.)				Unspecified	Unspecified
Wetlands					
All wetlands (fresh and estuarine) whether connected or not to flowing surface waters (for some portion of the year) to above listed surface waters				Unspecified	Unspecified
MARINE WATER SURFACE WATER				Latitude	Longitude
Pacific Ocean					
Approximate QIR Southern Boundary on Pacific Ocean near extreme low water mark				N47.24464	W-124.22389
Pacific Ocean (from mean high tide mark to extreme low water mark)				N47.56224	W-124.36130
All shoreline wetlands (salt, estuarine, and/or fresh) fronting Pacific Ocean beaches in the dune environment and not in the terrestrial uplands or related estuaries				Unspecified	Unspecified